

May 1, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSULTANT SERVICES AGREEMENT FOR PUBLIC HEALTH PREPAREDNESS AND
RESPONSE FOR BIOTERRORISM - SOLE SOURCE AGREEMENT WITH HLN
CONSULTING, LLC (All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

CIO RECOMMENDATION: APPROVED ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE ☐

Instruct the Director of Health Services, or his designee, to sign a sole source agreement, substantially similar to attached Exhibit I, with HLN Consulting, LLC, effective upon Board approval through August 30, 2004, to develop bioterrorism response capability for the Los Angeles Immunization Network (LINK), the computer-based immunization registry being deployed throughout Los Angeles County, with a maximum obligation of \$345,000, funded 100% by the Federal Centers for Disease Control and Prevention (CDC), at no net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign a sole source agreement with HLN Consulting, LLC effective upon Board approval through August 30, 2004, to develop bioterrorism response capability for the LINK system, in the amount of \$345,000, 100% offset by CDC funds.

It is critical for the Department of Health Services (DHS or Department) to have an effective and reliable mechanism to track vaccine products, the administration of these vaccines to individuals at risk, and patient vaccine follow-up activities. The recommended agreement will allow for the enhancement of the software for bioterrorism response in a manner that the required functionality for managing and tracking the delivery of biological weapon vaccines are achieved more quickly and less expensive than

developing or purchasing an entirely new software product. This project provides the Department with an opportunity to leverage an existing internal information system to provide a key component of the Department's Bioterrorism Response Plan.

FISCAL IMPACT/FINANCING:

The amount of the contract agreement is \$345,000 and is 100% offset by the \$24.6 million CDC Cooperative Agreement NCA No. U90/CCU917012-03-1 approved by the Board on April 16, 2002. Funding is included in the Fiscal Year 2002-03 Adopted Budget and is included in the Fiscal Year 2003-04 Proposed Budget. There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On December 7, 1999, the Board accepted the first NCA (No. U90/CCU917012-01) from the CDC in the amount of \$784,958 with a net County in-kind cost of \$129,866, for the first year of the Public Health Preparedness and Response for Bioterrorism Program.

On subsequent occasions, the Board has approved funding to support the Public Health Preparedness and Response for Bioterrorism Program.

On April 16, 2002, the Board accepted CDC's Amendment No. 1 to NCA U90/CCU917012-03-1 which provided funding support in the amount of \$24.6 million to upgrade local public health jurisdiction preparedness for the response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

The recommended agreement will allow for the development of bioterrorism response capability for the LINK system, the immunization registry being deployed throughout Los Angeles County, as approved by CDC.

Attachment A is a summary of the Agreement and Attachment B is a program budget summary.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS:

HLN Consulting, LLC was selected as a sole source provider based on their development and support of the California Automated Immunization Registry (CAIR) software needed to run LINK. Therefore, the Department did not advertise the services to be provided under the recommended agreement as a contracting opportunity on the County online Web Site. A sole source letter is on file and available for review with the Department.

The expertise of HLN Consulting, LLC is necessary to ensure project and grant timelines are met.

The Honorable Board of Supervisors
May 1, 2002
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the sole source agreement with HLN Consulting, LLC will allow for the effective utilization of funding as awarded by CDC and increase the County's ability to respond to acts of bioterrorism.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Reviewed by:

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

John Fullinwider
Chief Information Officer

TLG:jr

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET/02:3046.JR

SUMMARY OF SOLE SOURCE AGREEMENT

1. TYPE OF SERVICE:

To participate in the development of an integrated bioterrorism response plan which will prepare for and respond to a bioterrorist threat or other public health emergency in Los Angeles County.

2. TERM OF AGREEMENT:

The term of the sole source agreement is effective upon Board approval through August 30, 2004.

3. AGENCY ADDRESS AND CONTRACT PERSON:

HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, California 92129
Attention: Dr. Noam H. Arzt, President
Telephone: (858) 538-2229; Facsimile (858) 538-2209

4. FINANCIAL INFORMATION:

The total program funding for the Agreement with HLN Consulting, LLC is \$345,000. Funding comes from the CDC Notice of Cooperative Agreement No. U90/CCU917012-03-1. There is no Net County Cost.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING

Sharon Grigsby, Executive Director, Public Health Preparedness and Response for Bioterrorism.

7. APPROVALS:

Public Health: Jonathan E. Fielding, M.D., M.P.H., Director of Public Health
and Health Officer

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to use): Robert E. Ragland, Deputy County Counsel

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH - BIOTERRORISM PREPAREDNESS AND RESPONSE
IMMUNIZATION PROGRAM BUDGET - LINK
HLN CONSULTING, INC.**

Date of Board Approval through August 30, 2004

<u>TASK</u>	<u>SUBTASK</u>	<u>TIMELINE</u> (From Date of Contract)	<u>REQUESTED BUDGET</u>
1: Delivery of California Automated Immunization Registry (CAIR) Version 3.1			
1.1: Functional Design Document		Month 01	21,700
1.2: CAIR Version 3.1 Beta Release		Month 02	35,000
1.3: CAIR Version 3.1 Production-ready release		Month 03	35,000
2: Delivery of CAIR Version 3.2			
2.1: Functional Design Document		Month 05	19,500
2.2: CAIR Version 3.2 Beta Release		Month 06	40,000
2.3: CAIR Version 3.2 Production-ready release		Month 07	40,000
3: Delivery of CAIR Version 3.3			
3.1: Functional Design Document		Month 08	20,500
3.2: CAIR Version 3.2 Beta Release		Month 09	40,000
3.3: CAIR Version 3.2 Production-ready release		Month 10	40,000
4: Post Implementation Support			
4.1 Routine off-site support (actual time billed)		Month 03 then ongoing	
4.2 Critical off-site support (actual time billed)		Month 03 then ongoing	32,500
4.3 On-site support (actual time billed)		As needed	
4.4 Travel for on-site support (2 trips @ \$2,600 per trip)			5,200
5: Post-Implementation Business Continuity Planning Report		Month 09	15,600
Total Contractor Costs			\$345,000

a: Tasks 1, 2, 3, and 5 are fixed price.

b: Task 4 will be provided on a fee-for-service basis until the line item budget of \$32,500 is expended. Billing will be based on hourly rates for actual consulting time, without a minimum per-event requirement. Invoices will be provided by HLN monthly during months when these services are rendered. The rate billed for off and on-site support charges will depend on the HLN resources involved, based on the following labor hourly rate schedule and event categories:

Project Manager:	\$150	Programmer/Analyst:	\$125
Project Specialist:	\$135	Systems Programmer:	\$100

- Issues relating to implementation strategies, data structures, application features, custom queries, and CAIR system documentation will be resolved by the Project Manager, with possible involvement of a Programmer/Analyst.
- Issues relating to vaccination algorithms and CASA extracts will be resolved by a Project Specialist, with possible involvement of a Programmer/Analyst.
- Issues relating to installation problems or application browser errors will be resolved by a Programmer/Analyst.
- Issues relating to networking or security will be resolved by a Programmer/Analyst and a Systems Programmer.

Note: Issues which cannot be resolved with less than 10 hours of support effort will be discussed between the HLN Project Manager and LINK so that a mutually agreeable plan of action can be developed.

CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC

LOS ANGELES IMMUNIZATION NETWORK (LINK) - BIOTERRORISM
PREPAREDNESS

CG/BIO-HLN/LINK/AGREE
JR/4-30-03

CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC

LOS ANGELES IMMUNIZATION NETWORK (LINK) - BIOTERRORISM
PREPAREDNESS

TABLE OF CONTENTS

<u>PARAGRAPH NO.</u>		<u>PAGE NO.</u>
	Recitals	1
1.	Term	3
2.	Description of Services	4
3.	Maximum County Obligation	4
4.	Rules and Regulations	4
5.	Billing and Payment	5
6.	Non-Appropriation of Funds Condition	6
7.	No Payment for Services Provided Following Expiration/Termination of Agreement	7
8.	Indemnification	7
9.	General Insurance Requirements	7
10.	Insurance Coverage Requirements	12
11.	Assignment and Delegation	13
12.	Subcontracting	15
13.	Compliance with Applicable Law	17
14.	Additional Provisions	18
15.	Construction	19
16.	Conflict of Terms	19
17.	Alteration of Terms	19
18.	Contractor's Office	19
19.	Notices	20

Contract No. _____

CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC

LOS ANGELES IMMUNIZATION NETWORK ("LINK")
BIOTERRORISM PREPAREDNESS

THIS AGREEMENT is made and entered into this _____ day
of _____, 2003,

by and between	COUNTY OF LOS ANGELES (here- after "County"),
and	HLN CONSULTING, LLC (here- after "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors (hereafter "Board") the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code required the Board to appoint a County Health Officer; and

WHEREAS, the County Health Officer intent under this Agreement is to enhance State and local preparedness for bioterrorism and other public health emergencies within the County; and

WHEREAS, County has a secure internet based immunization registry, known as the Los Angeles Immunization Network ("LINK"), developed to track and forecast immunizations, manage vaccine inventory, track adverse events, flag contraindications, print

patient reminder notices and immunization records, and produce multi-level assessment and coverage reports.

WHEREAS, the LINK system is currently in place and being deployed to many of the providers who will need it in the event of a bioterrorist threat,

WHEREAS, County requires that its LINK system be enhanced to include tracking of biological weapons vaccines; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention ("CDC") of which a portion of these funds has been designated to the enhancement of the LINK for bioterrorism response, and

WHEREAS, County staff do not possess the necessary skill or expertise to competently perform this work, and the recruitment of employees to perform same is not feasible since the need for service is only temporary; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services described hereunder, and has offered its resources to County to carry out the objectives of the program which are totally funded by the CDC; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Health Services ("DHS"), or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Agreement shall commence on the date of approval by County's Board of Supervisors' ("Board") and unless sooner cancelled or terminated as provided herein, shall continue in full force and effect to midnight August 30, 2004.

In any event, this Agreement may be cancelled or terminated by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Agreement through August 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Forty Five Thousand Dollars (\$345,000). Contractor shall use such funds only to pay for services as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County.

4. RULES AND REGULATIONS: During the time that Contractor or any of its employees are at any DHS facility, such persons shall be subject to the rules and regulations of such facility. Director's Administrator at each facility served hereunder shall furnish a copy of its rules and regulations to Contractor prior to execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of

Contractor to acquaint itself and such persons who may provide services hereunder with all such rules and regulations.

Contractor agrees to permanently withdraw any of its employees, or subcontractors, from the provision of services hereunder upon written notice from Director that: (1) any such employee, or subcontractor, has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicates that such employee may adversely affect the delivery of health care services. Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A, attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in Exhibit A, and also includes time spent on preparation for such activities.

C. Original invoices shall be submitted directly to:

(1) Department of Health Services, Public Health, Immunization Program, 3530 Wilshire Boulevard, Suite 700, Los Angeles, California 90010, Attention: LINK Regional Manager, with duplicate invoice to: (2) Department of Health Services, Financial Management,

5555 Ferguson Drive, 1st Floor, City of Commerce,
California 90022, Attention: Fiscal Services Unit.
Contractor's invoices for tasks/deliverables, 1, 2, 3,
and 5, including all subtasks, shall be sent to County
only after the Contractor's completion of each
task/deliverable, respectively, and County's written
confirmation of the completion of each task/deliverable.
Contractor's invoices for Task/deliverable 4 shall be
sent to County fifteen (15) days after the end of each
month that Contractor provided such services.

In no event shall County be required to pay Contractor
more than the maximum obligation of County as set forth in
the MAXIMUM OBLIGATION OF COUNTY paragraph.

In the event that County is required, due to audit or
otherwise, to reimburse funds for these services to the CDC
or has its payment reduced, Contractor agrees to reimburse
County or to allow County to reduce payments to Contractor
accordingly.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding
any other provision of this Agreement, County shall not be
obligated by any provision of this Agreement during any of
County's fiscal years unless funds to cover County's costs
hereunder are appropriated by County's Board of Supervisors. In
the event that funds are not appropriated for this Agreement,
then this Agreement shall be deemed to have terminated on June

30th of the prior fiscal year. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money, or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following

programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 10, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, Sixth Floor East; Los

Angeles, California 90012, and to DHS; Los Angeles Immunization Program, 1055 Wilshire Boulevard, Suite 1950, Los Angeles, California 90017, prior to commencing services under this Agreement. Such Certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of Insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain

the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
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Disease - policy limit: \$1 million

Disease - each employee: \$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. Such insurance shall include coverage for any actual or alleged infringement of any patent, copyright or other rights of any third party, or any actual or alleged trade secrets disclosure or misappropriation. The coverage also shall be maintained for a period of not less than two years upon completion or cancellation of this Agreement, or the policy shall provide and an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to

any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

12. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontractors must first be approved in writing by the Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to

subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages,

costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the following paragraphs of the body of this Agreement: "INDEMNIFICATION"; "GENERAL INSURANCE REQUIREMENTS"; "INSURANCE COVERAGE REQUIREMENTS"; "COMPLIANCE WITH APPLICABLE LAW"; "CONFLICT OF TERMS"; and "ALTERATION OF TERMS"; as well as, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all

federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

14. ADDITIONAL PROVISIONS: Attached hereto, and incorporated herein by reference, is a document labeled "Additional Provisions", of which terms and conditions therein contained are part of this Agreement.

15. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

16. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

____17. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their offices, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 7072 Santa Fe Canyon Place, San Diego, California 92129, Contractor's primary business telephone number is (858)538-2220, facsimile/FAX number is (858)538-2209, and

electronic mail (e-mail) is arzt@hln.com. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address as listed herein, or any other business address, business telephone number, facsimile/FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- 1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Los Angeles, California 90012

Attention: Division Chief
- 2) Department of Health Services
Immunization Program
3530 Wilshire Boulevard, Suite 700
Los Angeles, California 90010

Attention: Program Director

B. Notices to Contractor shall be addressed as follows:

HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, California 92129

Attention: Noam Arzt, Ph.D.
President

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

HLN CONSULTING, LLC
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC
LOS ANGELES IMMUNIZATION NETWORK (LINK)
BIOTERRORISM PREPAREDNESS

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page (AP) No.</u>
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3.	NONDISCRIMINATION IN SERVICES	3
4.	NONDISCRIMINATION IN EMPLOYMENT	5
5.	FAIR LABOR STANDARDS ACT	8
6.	EMPLOYMENT ELIGIBILITY VERIFICATION	8
7.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	9
8.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	10
9.	UNLAWFUL SOLICITATION	10
10.	RECORDS AND AUDITS	10
11.	REPORTS	16
12.	CONFIDENTIALITY	16
13.	CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	17
14.	COMPLIANCE WITH JURY SERVICE PROGRAM	27

Paragraph No.	Title	Page (AP) No.
15.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	30
16.	INDEPENDENT CONTRACTOR STATUS	30
17.	REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC")	31
18.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	32
19.	SAFELY SURRENDERED BABY LAW	35
20.	CONSIDERATION OF COUNTY'S DEPARTMENT OF SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPEN- DENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW"PARTICIPANTS FOR EMPLOYMENT	36
21.	COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT	36
22.	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT	37
23.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS .	37
24.	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	38
25.	USE OF RECYCLED - CONTENT PAPER	38
26.	NOTICE OF DELAYS	38
27.	RESTRICTIONS ON LOBBYING	39
28.	CONFLICT OF INTEREST	39
29.	COUNTY'S QUALITY ASSURANCE PLAN	41
30.	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE .	41

<u>Paragraph No.</u>	<u>Title</u>	<u>Page (AP) No.</u>
31.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	46
32.	SOLICITATION OF BIDS OR PROPOSALS	48
33.	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER	48
34.	GOVERNING LAWS, JURISDICTION, AND VENUE	49
35.	WAIVER	49
36.	SEVERABILITY	50

CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC
LOS ANGELES IMMUNIZATION NETWORK (LINK) -BIOTERRORISM
PREPAREDNESS

ADDITIONAL PROVISIONS

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation,

certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes;

or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political

affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation

Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or

sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the

sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and

hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this

Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare

and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon

Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that

for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of

Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be

determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and

if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations,

and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information ("PHI") in order to provide those services. "Covered Entity" is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of PHI, and those Regulations prohibit the disclosure to or use of PHI by Business

Associate if such a contract is not in place;

Therefore, the parties agree as follows:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside Business Associate's internal operations or to other than its employees.

(2) "Individual" means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(3) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. PHI includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate

from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

(4) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of PHI and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(5) "Services" has the same meaning as in the body of this Agreement.

(6) "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(7) Terms used, but not otherwise defined, in this Paragraph 13, shall have the same meaning as those terms

in the Privacy Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1). Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose PHI as necessary to perform the Services, and as provided in Sections B.3., B.4., B.5., B.6., B.7., B.8., D.3. and E.2. of this Agreement;

(b) shall Disclose PHI to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use PHI; and

(ii) Disclose PHI if the Disclosure is Required by Law. Business Associate shall not Use or Disclose PHI for any other purpose.

(2) Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Paragraph 13. Business Associate agrees to limit the Use and Disclosure of PHI to the minimum necessary in accordance with the Privacy Regulation's minimum

necessary standard.

(3) Reporting Non-Permitted Use or Disclosure.

Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to [the Departmental Privacy Officer], telephone number (213) 240-7908 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

(4) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Paragraph 13.

(5) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees, to make its internal practices, books, and records relating

to the Use and Disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any PHI constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the PHI specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that PHI. Business Associate shall provide such access for inspection of that PHI within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that PHI within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any PHI constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to PHI that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order

for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section B.8. shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B.8., Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B.8. to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity

shall notify Business Associate of any current or future restrictions or limitations on the use of PHI that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term. The term of this Paragraph 13, shall be the same as the term of this Agreement. Business Associate's obligations under Sections B.1. (as modified by Section D.2.), B.3., B.4., B.5., B.6., B.7., B.8., D.3. and E.2. shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible,

Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries. Nothing in this Paragraph 13 shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate, or create PHI for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 13.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 13 is contrary to another provision of this Agreement, the provision of this Paragraph 13 shall control. Otherwise, this Paragraph 13 shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References. A reference in this Paragraph 13 to a section in the Privacy Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Paragraph 13 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Paragraph 13 from time to time

as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

14. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set

forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury

Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between

County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such

notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to County's Child Support Services Department with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to County's Child Support Services Department) to County's Child Support Services Department shall represent a

material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to the Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A's ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's

place of business. County's DA will supply Contractor with the poster to be used.

19. SAFELY SURRENDERED BABY LAW:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this contract and is also available on the internet at www.babysafela.org for printing purposes.

B. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during

the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:
Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:
Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety,

landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS: Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

25. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely

performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in

County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be

deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of

County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper

Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or

securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on

the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which

negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole

discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

33. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the

communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

35. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be

construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

36. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

JR:Forms/AP-324-03
AGREE-Bio-LINK.JR

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____ an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1. Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2. Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3. Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ (Month and Year)

at: _____ (City/State) _____ (Telephone No.)

by: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
 Special Projects
 P.O. Box 911009
 Los Angeles, CA 90091-1009
 FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for county contract provide directly to the District Attorney information concerning their "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENTS, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OF FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, contractors must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Certification.

To: County Child Support Services
 Special Projects
 P.O. Box 911009
 Los Angeles, California 90091-1009
 Telephone: (323) 832-7277 or (323) 832-7276 FAX: (323) 869-0634

Contractor or Associated Name as Shown on Contract: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.

II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner	Title	Payment Received From Contractor	
1. _____	_____	[Yes]	[No]
2. _____	_____	[Yes]	[No]
3. _____	_____	[Yes]	[No]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
 (Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

 (Print Name)

 (Title/Position)

**SCOPE OF WORK
HLN CONSULTING, LLC
TO ENHANCE THE LOS ANGELES IMMUNIZATION NETWORK (LINK)
FOR BIO-TERRORISM RESPONSE**

HLN Consulting, LLC (HLN) has been approved as a sole-source vendor to develop bio-terrorism response capability for the Los Angeles Immunization Network (LINK), the immunization registry being deployed throughout Los Angeles County. To develop this capacity, enhancements will be made to the California Automated Immunization Registry (CAIR) Software, which is used by LINK.

This effort is part of the LACDHS Bio-terrorism Response Plan that has been approved by the Centers for Disease Control and Prevention (CDC). Funds within the LACDHS Bio-terrorism Response Plan Budget have been specifically allocated to enhance LINK for this purpose.

The enhancements made by HLN to the CAIR software must:

- 1) Allow for the tracking, forecasting, and reporting of the following vaccines: Smallpox, Adult Anthrax, Adult Plague and Adult Influenza.
- 2) Be designed and programmed to be as minimally intrusive as possible to the routine operation of LINK and the main functions of the CAIR software.
- 3) Meet CDC's software-specific requirements for the CAIR software to be certified as an alternative to the PVS software (the Business Process portion of the PVS alternative certification is the responsibility of LACDHS).
- 4) Meet Immunization Registry laws and standards as set forth in California Health and Safety Code 120440 and the California Department of Health Services Statewide Immunization Information System (SIIS) Local Registry Development Guidelines (June 1998).

The following enhancements will be made to the CAIR 2.40 software. HLN will work with Los Angeles Immunization Network (LINK) staff to identify the specific user interface and business rules for each required enhancement listed.

Patient Tracking

- (01) Recording of patient vaccination exemptions/waivers (philosophical, medical, religious)
- (02) Recording of PVS-required patient information including additional patient contact information (e.g., additional phone numbers, e-mail) and Smallpox effective-take response
- (03) Tracking of antibiotic/antiviral medication dispensation (date, medication/dosage, start/end date of treatment, reason(s) for termination/change in treatment)
- (04) Enhancement of CAIR Quick-add form for new vaccines
- (05) Development of back-up paper form for tracking patient demographic and vaccine information
- (06) Tracking of multiple VIS for combination vaccines

Algorithm

- (07) Programming of algorithms for Adult Anthrax, Adult Plague and Adult Influenza
- (Note: This list is based on the agreement that algorithms for Tetanus Booster Series, Pediarix, and Adult Pneumonia vaccines will be included in CAIR Production Release 3.1 as part of HLN's regular maintenance of the CAIR software)

Inventory

- (08) Development of warning flag to user on duplicate entry of vaccination event
- (09) Tracking of reminder/recall events (to use CAIR's reminder/recall system to generate patient notices)
- (10) Tracking of PVS-required vaccine information
- (11) Tracking of non-vaccine substances such as PPD reagent and smallpox diluent
- (12) Re-programming of inventory functionality to limit negative-vaccine inventory to three doses

Reminder/Recall

- (13) Improving performance (speed) of reminder/recall report generation and query functions including resolving the record locking problem found in CAIR 2.40
- (14) Connecting reminder/recall functionality to Smallpox effective take and vaccine forecasting for Adult Anthrax, Adult Plague and Adult Influenza algorithms to generate patient notices for these activities

Adverse Event Management

- (15) Adding risks and responses for Adult Anthrax, Adult Plague and Adult Influenza
- (16) Developing warning flag to user upon selection of vaccine for which a contraindication is recorded in CAIR
- (17) Developing of a VAERS reporting flag to user upon recording of an adverse reaction and pull-up and printing of blank VAERS PDF reporting form

Reporting

- (18) Enhancing the CAIR Reporting module and reports to include Adult Anthrax, Adult Plague and Adult Influenza
- (19) Enhancing the CAIR Reporting module to generate and print an equivalent to the PVS Smallpox Report and create PVS compatible export file (XML format)
- (20) Enhancing the Vaccine Usage report to provide total number of patients in each vaccine category and to list the patient and/or treatment records that correspond to the report

Patient Search

- (21) Adding Soundex (or similar) matching capability to the patient search screen
- (22) Adding Soundex (or similar) matching capability to generate a report of likely duplicate patient records

Security

- (23) Creating a separate "BT response" database with the capability of reintegrating records individually or in batch

System Administration

- (24) Tracking of clinical staff who administer vaccinations but do not need CAIR login accounts

HL7 Compliance

- (25) Enabling HL7 data exchange based on current HL7 standards

Optional Enhancements

The following enhancements will be added to the CAIR software if resources within the contract allow:

- (26) Creation of additional special reports for bio-preparedness vaccines
- (27) Addition of ability to add provider site name on Quick Form
- (28) Addition of ability to add related vaccines on Quick Form

Task 1: Delivery of CAIR Version 3.1

Subtask 1.1: Functional Design Document

HLN will work with LINK to identify the specific enhancements from the list above to be included in CAIR Upgrade Version 3.1. The proposed user interface and key business rules for each enhancement will be documented in a Functional Design Report developed by HLN.

Deliverable – Subtask 1.1:

HLN will produce a Functional Design Report describing the specific enhancements to be included in CAIR Upgrade Version 3.1 as agreed upon by HLN and LINK. Documents will be delivered to LINK electronically whenever possible. LINK will approve the Functional Design Report before programming begins. In addition, HLN will maintain an up-to-date Project Tracking Log (in PDF format), accessible to LINK through the HLN website that will display all scheduled enhancements and the approval/development status of each throughout the project period.

Subtask 1.2: CAIR Version 3.1 Beta Release

HLN will program CAIR to include all of the enhancements documented in the Functional Design Report and produce a beta test copy of CAIR Version 3.1. HLN will also develop detailed Release Notes and updated technical documentation with the release to document all of the enhancements that have been made.

Deliverable – Subtask 1.2:

HLN will distribute the beta test copy of CAIR Version 3.1 and corresponding Release Notes and technical documentation to LINK following the same electronic publication methods used to distribute CAIR 2.4. LINK will document the receipt and approval of these items.

Subtask 1.3: CAIR Version 3.1 Production-ready Release

HLN will finalize CAIR Version 3.1, based on beta-test feedback from LINK and the CAIR Software Development Committee. HLN will also develop an updated User Manual, Release Notes and technical documentation.

Deliverable – Subtask 1.3:

HLN will distribute the Production-ready Release of CAIR Version 3.1 and corresponding User Manual, Release Notes and technical documentation to LINK and the CAIR Software Development Committee. LINK will document the receipt and approval of these items.

Task 2: Delivery of CAIR Version 3.2

Subtask 2.1: Functional Design Document

HLN will work with Los Angeles Immunization Network (LINK) staff to identify the specific enhancements from the list above to be included in CAIR Upgrade Version 3.2. The proposed user interface and business rules for each enhancement will be documented in a Functional Design Report developed by HLN.

Deliverable – Subtask 2.1:

HLN will produce a Functional Design Report describing the specific enhancements to be included in CAIR Upgrade Version 3.2 as agreed upon by HLN and LINK. LINK will approve the Functional Design Report before programming begins. In addition, HLN will maintain a web-based Project Tracking Log, accessible to LINK which will display all scheduled enhancements and the approval/development status of each throughout the project period.

Subtask 2.2: CAIR Version 3.2 Beta Release

HLN will program CAIR to include all of the enhancements documented in the Functional Design Report and produce a beta test copy of CAIR Version 3.2. HLN will also develop detailed Release Notes and updated technical documentation with the release to document all of the enhancements that have been made.

Deliverable – Subtask 2.2:

HLN will distribute the beta test copy of CAIR Version 3.2 and corresponding Release Notes and technical documentation to LINK. LINK will document the receipt and approval of these items.

Subtask 2.3: CAIR Version 3.2 Production-ready Release

HLN will finalize CAIR Version 3.2 based on beta-test feedback from LINK. HLN will also develop an updated User Manual, Release Notes and technical documentation.

Deliverable – Subtask 2.3:

HLN will distribute the Production-ready Release of CAIR Version 3.2 and corresponding User Manual, Release Notes and technical documentation to LINK and the CAIR Software Development Committee. LINK will document the receipt of these items.

Task 3: Delivery of CAIR Version 3.3

Subtask 3.1: Functional Design Document

HLN will work with Los Angeles Immunization Network (LINK) staff to identify the specific enhancements from the list above to be included in CAIR Upgrade Version 3.3. The proposed user interface and business rules for each enhancement will be documented in a Functional Design Report developed by HLN.

Deliverable – Subtask 3.1:

HLN will produce a Functional Design Report describing the specific enhancements to be included in CAIR Upgrade Version 3.3 as agreed upon by HLN and LINK. LINK will approve the Functional Design Report before programming begins. In addition, HLN will maintain a web-based Project Tracking Log, accessible to LINK, which will display all scheduled enhancements and the approval/development status of each throughout the project period.

Subtask 3.2: CAIR Version 3.3 Beta Release

HLN will program CAIR to include all of the enhancements documented in the Functional Design Report and produce a beta test copy of CAIR Version 3.3. HLN will also develop detailed Release Notes and updated technical documentation with the release to document all of the enhancements that have been made.

Deliverable – Subtask 3.2:

HLN will distribute the beta test copy of CAIR Version 3.3 and corresponding Release Notes and technical documentation to LINK. LINK will document the receipt and approval of these items.

Subtask 3.3: CAIR Version 3.3 Production-ready Release

HLN will finalize CAIR Version 3.3, based on beta-test feedback from LINK and the CAIR Software Development Committee. HLN will also develop an updated User Manual, Release Notes and technical documentation.

Deliverable – Subtask 3.3:

HLN will distribute the Production-ready Release of CAIR Version 3.3 and corresponding User Manual, Release Notes and technical documentation to LINK and the CAIR Software Development Committee. LINK will document the receipt of these items.

Task 4. Post Implementation Support

HLN will provide three levels of Post-implementation support to LINK. These are:

- 1) Routine off-site support: HLN will provide email and/or phone-based support to ensure a smooth transition to upgraded versions of CAIR and ongoing operations. Support will be provided for questions/troubleshooting issues including, but not limited to, software installation, data conversion, and operations (e.g., printing reports, conducting queries). Routine support will be provided within 4 hours of a request from LINK submitted during normal working hours (7:00am-5:00pm Monday through Friday PST, not including holidays). Support will be provided by 10:00am the next working day for requests submitted after 5:00pm the previous day, Monday through Friday, not including holidays. Support will be provided by 10:00am the next working day for requests submitted on weekends and holidays.
- 2) Critical off-site support: HLN will provide email and/or phone-based support to assist LINK in dealing with any unexpected CAIR-related problems that immediately impact the functioning of the software (i.e., users ability to enter or retrieve needed information). This support will be provided within two hours of a critical request submitted by LINK.
- 3) On-site support: HLN will provide on-support to assist LINK in dealing with any critical problems that cannot be resolved through phone/email support and to provide assistance during a bio-terrorism event. Two two-day onsite support visits will be included in the budget for this purpose (to include airfare and two nights hotel accommodations).

Deliverable 4: HLN will maintain and provide electronic documentation of LINK service requests and provide a monthly invoice to be approved by LINK for payment.

Task 5: Post-implementation LINK Business Continuity Planning Report

HLN will develop a Post-implementation Business Continuity Planning Report. This Report will recommend future steps that can be taken by LINK to further enhance the CAIR application and LINK environment for enhanced bio-preparedness response in the areas of hardware, software, network and security (e.g., recommendations for stronger methods of user authentication and data protection/back-up).

Deliverable 5:

This Report will be approved by LINK.

TIMELINE AND BUDGET

TASK	SUBTASK	TIMELINE (From Date of Contract)	BUDGET
1: Delivery of CAIR Version 3.1			
	1.1: Functional Design Document	Month 01	\$21,700
	1.2: CAIR Version 3.1 Beta Release	Month 02	\$35,000
	1.3: CAIR Version 3.1 Production-ready Release	Month 03	\$35,000
2: Delivery of CAIR Version 3.2			
	2.1: Functional Design Document	Month 05	\$19,500
	2.2: CAIR Version 3.2 Beta Release	Month 06	\$40,000
	2.3: CAIR Version 3.2 Production-ready Release	Month 07	\$40,000
3: Delivery of CAIR Version 3.3			
	3.1: Functional Design Document	Month 08	\$20,500
	3.2: CAIR Version 3.3 Beta Release	Month 09	\$40,000
	3.3: CAIR Version 3.3 Production-ready Release	Month 10	\$40,000
4: Post Implementation Support	Routine off-site support (actual time billed).	Month 3-ongoing throughout project period	These items together billed to a maximum of \$32,500
	Critical off-site support (actual time billed).	Month 3-ongoing throughout project period	
	On-site support (actual time billed)	Month 3-ongoing throughout project period	
	Travel expenses for on-site support (2 trips @ \$2,600 per trip)	As needed during project period	\$5,200
5: Post-implementation Business Continuity Planning Report		Month 09	\$15,600

- Tasks 1, 2, 3, and 5 are fixed price.
- Task 4 will be provided on a fee-for-service basis until the line item budget of \$32,500 is expended. Billing will be based on hourly rates for actual consulting time, without a minimum per-event requirement. Invoices will be provided by HLN monthly during months when these services are rendered. The rate billed for off and on-site support charges will depend on the HLN resources involved, based on the following labor hourly rate schedule and event categories:

Project Manager: \$150
 Project Specialist: \$135
 Programmer/Analyst: \$125
 Systems Programmer: \$100

- Issues relating to implementation strategies, data structures, application features, custom queries, and CAIR system documentation will be resolved by the Project Manager, with possible involvement of a Programmer/Analyst.
- Issues relating to vaccination algorithms and CASA extracts will be resolved by a Project Specialist, with possible involvement of a Programmer/Analyst.
- Issues relating to installation problems or application browser errors will be resolved by a Programmer/Analyst.
- Issues relating to networking or security will be resolved by a Programmer/Analyst and a Systems Programmer.

Note: Issues which cannot be resolved with less than 10 hours of support effort will be discussed between the HLN Project Manager and LINK so that a mutually agreeable plan of action can be developed.